

S920168

ROGERS

ANALYSIS OF
LAKE WINFIELD SCOTT RECREATION AREA
CONCESSIONAIRE OPERATION

George T. Rogers
Brasstown District
Chattahoochee National Forest
1984-85

gk

ABSTRACT

High in the Chattahoochee National Forest lies the Lake Winfield Scott Recreation Area, three miles outside the community of Suches, Georgia. To reach the area from any direction involves a winding ascent through scenic National Forest on two lane mountain roads creating at Suches, an isolated mountain town having the highest elevation of any community in Georgia. The campground itself, unique by virtue of its location and the isolation afforded by such, is a sixty-five acre area including an eighteen acre man-made trout stocked lake, thirty-two family camping units with restrooms and running water, picnic area with shelters, beach and bathhouse and two furnished cabins. Though isolated it is within twenty miles of Blood Mountain, Vogel State Park, Brasstown Bald Visitor Center, the gold rush town of Dahlonega and many large festivals held in surrounding towns during the fall of the year. Some of the most highly used sections of the Appalachian Trail fall within a few miles of the campground.

It is the policy of Region 8 that at least one recreation area on each forest is to be offered for management by concessionaires. Chosen for the Chattahoochee National Forest was Lake Winfield Scott.

This paper delineates the responsibilities of a concessionaire, explores the economic feasibility of such an operation and serves as the vehicle for the development of a prospectus to distribute to potential concessionaires.

TABLE OF CONTENTS

	<u>PAGE</u>
I. Introduction	1
II. Major Items of Responsibility Between the Concessionaire and the Forest Service	3
III. Revenue Potential for a Concessionaire	6
IV. Benefits and Problems in the Use of a Concessionaire at Lake Winfield Scott	13
V. Conclusions	16
VI. Recommendations	17
VII. Bibliography	19

APPENDIXES

Appendix 1 - Prospectus

Attached

MAP

1. Area location of Lake Winfield Scott

2

I. Introduction

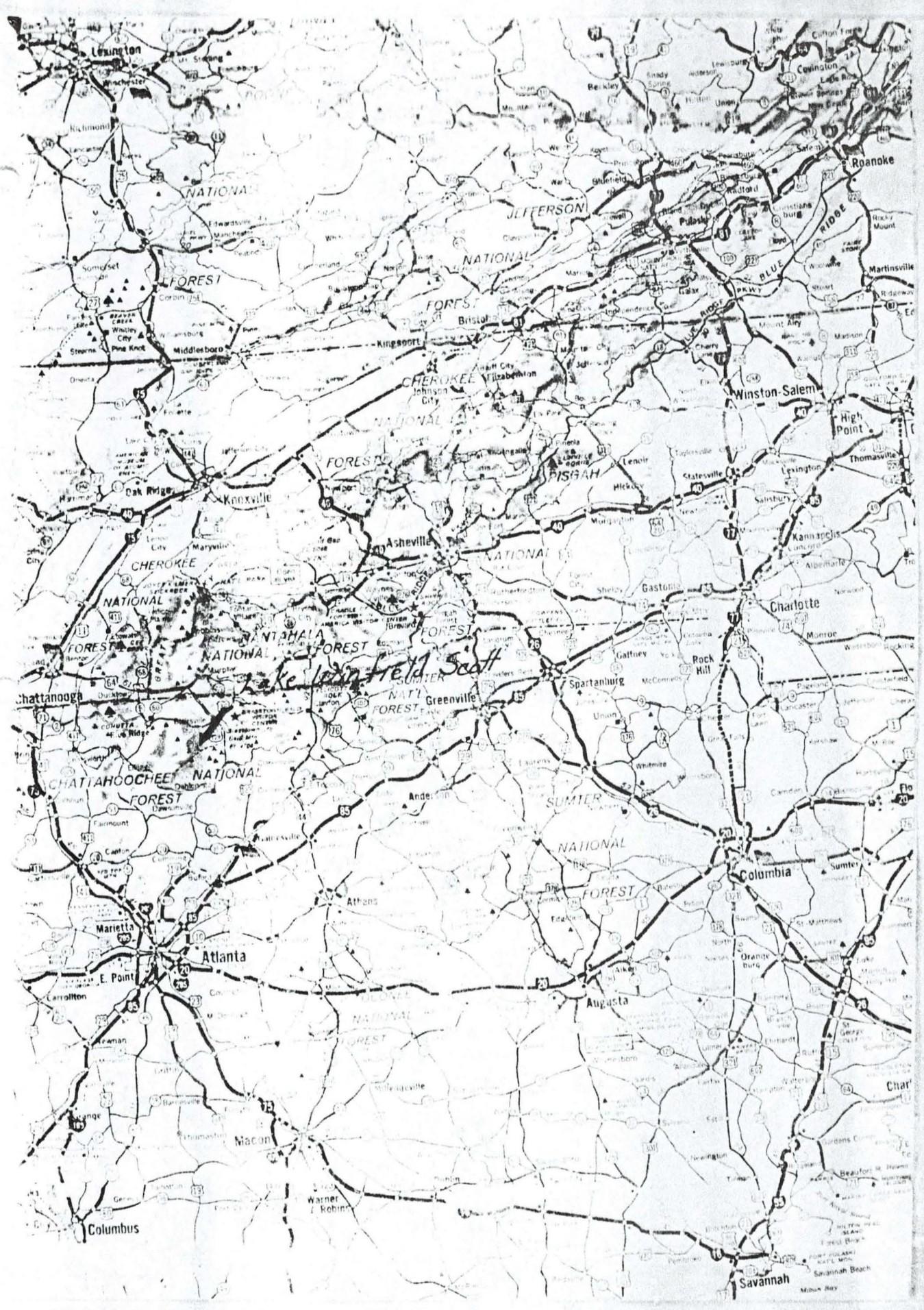
It is a region wide goal here in the Southern Region that at least one recreation area per forest be offered for concessionaire management during 1985 and 1986. This study will provide information to the Forest Supervisor on the economic opportunities of a concessionaire operation and benefits to the Forest Service for the private operation of Lake Winfield Scott Recreation Area.

Statement of Problem

Can management of Lake Winfield Scott Recreation Area by concessionaire be economically feasible, both for the Forest Service and the private operator? As the decision to offer the area has already been made, data gathered within this paper will be used by the Forest Service to analyze the applying concessionaire's likelihood of success as well as to give financial information to the applicants.

Specific Objectives

1. Identify major items of responsibility between the concessionaire and the Forest Service which would provide a quality opportunity for outdoor recreation in the campground.
2. Determine the amount of revenue potential for a concessionaire operation at Lake Winfield Scott.
3. Discuss the benefits and problems of concessionaire management specific to the Lake Winfield Scott Recreation Area.
4. Develop a prospectus to offer to potential concessionaires.



5. Recommend considerations for future concessionaire operation
at Lake Winfield Scott.

II. Major Items of Responsibility Between the Concessionaire and the
Forest Service

Not to share responsibilities with concessionaires except only those which are of a technically critical or environmentally sensitive nature is current Region 8 Forest Service policy.⁹

Therefore major items of responsibility are not open to negotiation.
(For specifics see Appendix 1, Prospectus, P. 31A)

A. Fire Protection and Safety

The concessionaire would be held responsible for the first action in the case of fire. The Forest Service will respond with additional resources as needed. Swimmer safety will also be the responsibility of the concessionaire.

B. Interpretation

The main interpretive program and activities would continue to be provided by the Forest Service. However, concessionaires may provide additional recreation activities so long as they are relevant to area purposes and in compliance with Forest Service policies. For example, organized day hikes, family movies, etc.

C. Law Enforcement

The recreation area should not have a change in the level of law enforcement activities. It should be clearly understood that control and supervision of use as well as enforcement of

user behavior will be the permittee's responsibility.⁹ The campground operator must have an understanding of Forest Service policies and practices regarding the protection through regulation of visitor activities, of resources and rights of others. The campground operator should also report incidents of repeated violations, property damage and injury. The district law enforcement officer will make routine patrols to insure Forest Service presence.

D. Maintenance and Repairs of Campground

Concessionaire will be responsible for the majority of the maintenance and repair of the area. The Forest Service would manage critical or environmentally sensitive items.

To the concessionaire would be turned over the following:

1. The campground area, including all buildings and above ground improvements located within the area of responsibility. This includes restrooms and developed campsites. All sites are equipped with table, grill, lantern post, tent pad and parking space.
2. The waterfront area, including docks, a floating raft, beach and the entire shore line of Lake Winfield Scott.

E. Operational Issues

Lake Winfield Scott Recreation Area must be operated in accordance with current Forest Service policies. In particular this includes an operating season from May 1 through the first Sunday in November, and the honoring of Golden Age and Golden Access passports.⁸ Electrical service must be maintained, with the responsibility for fee payment falling to the concessionaire.

In addition to current operations, the concessionaire would be given the option to collect a fee from the taking of reservations for use of the group area, individual campsites and the picnic pavilions; to sell firewood; to initiate a shuttle service; and to rent the two furnished cabins and one campsite with hook-ups.

The concessionaire is restricted to the permit area alone for his operations.

F. Public Affairs

Special handling must be given to the change-over for the concession operation to achieve public acceptance. Employees dealing directly with the public must be educated as to the reasons behind the decision for concessionaire operation and must be prepared to discuss it with the public. The Forest Supervisor would make the initial public announcement concerning the decision to convert the campground.

G. Resources Management

Long range planning for erosion control, vegetation management removal of hazard trees and site restoration will be a Forest Service responsibility. The concessionaire's responsibilities in resources management are of a law enforcement nature. The concessionaire would be responsible for keeping all buildings and grounds, and other improvements in clean and safe condition, free of trash, litter, waste and debris.

The Forest Service would have the responsibility of operating, maintaining and repairing the water supply system, sewage system and underground service lines and for collecting water samples.

III. Revenue Potential for a Concessionaire

Use fees are the current source of revenues at Lake Winfield Scott. These represent payments for site rental and swimming fees.

A. Current Use

Since the facility was reconstructed in 1980 and reopened, camper use has been on the increase. In 1984 the campground was full every Friday and Saturday night from late May through mid-October. On many Saturdays campers were directed to an overflow area after the designated sites were filled. Initially following the reconstruction period, many campers came to Lake Winfield Scott after being turned away from Vogel State Park⁵ (due to their overflow). However, Winfield is now a first choice for many and the campground often fills up before Vogel.

Summary statistics on overnight stays in campgrounds operated by the National Park Service during the period from 1965 through 1977 indicated a long-term trend in which recreational vehicle camping overtook tent camping for Park Service campground use.¹ Current camping on most Forest Service developed campgrounds parallels this pattern.² Recreation vehicle campers also tend

to camp more frequently than tent campers.³ This trend, however, is not the rule at Lake Winfield Scott and a few other campgrounds in the North Georgia area.⁴ According to Forrester and Wells, there are three campground characteristics which are predictors of campground use: access, availability of services, and activities in the area.⁵ In the case of Lake Winfield Scott these characteristics help explain the greater proportion of tent campers to recreational vehicle campers.

Access - Steep, winding roads to Lake Winfield Scott discourage recreational vehicle users from "making the haul over the mountain."

Availability of Services - Vogel State Park, six miles away and several private campgrounds within the area offer full hookups unavailable at Winfield Scott.

Activities in the Area - The close proximity to the Appalachian Trail and other hiking trails attracts campers who prefer tent camping.

It should be kept in mind too that there is current indication that tents are regaining some of their former popularity in campgrounds as a whole.⁶

B. Current Campground Revenue

1. Site Rental

Fees for the 1984 season were \$5.00 per campsite. This is the same as for the other two Forest Service fee campgrounds -- Dockery Lake, open May through September, 11 sites, 6 miles away and Desoto Falls, open May through September, 34 sites, 9 miles away. Private campgrounds in

the area charge \$7.00 per campsite without hookups and Vogel State Park charges \$6.00.

Fee collection officer and campground hosts at Lake Winfield Scott estimated 40 percent occupancy in the campground for the period from May 1 through October 31, 1984. This estimate was multiplied by the full use fee level of \$5.00 per campsite per night to establish a theoretical maximum use fee revenue for the campsites. These theoretical maximums were compared to actual use fee revenues collected. Actual collections were 81 percent of the maximum.

Theoretical Maximums

175	35 sites X \$5.00/site/night
X 180	days per season
31,500	
40%	estimated average occupancy
12,600	

Actual Collections

10,152	actual collections for 1984	81%
800	estimated loss to Golden Age	
	and Golden Access Passports	6%
1,600	estimated loss due to non-	
	compliance of fees	99%
12,552		

Actual use fees collected are lower than the theoretical maximums for two reasons:

- A. Non-collection of fees - Fees are deposited by users on an honor system. Fee compliance is checked on weekends and holidays and randomly on weekdays. Since physical counts of occupied units made at the time of fee compliance checks are the primary source of data on which use is determined, it is not known exactly how often the campsites are in use during the week. However, the fee collection officer, campground hosts and cleanup crews believe the campground revenues cannot be appreciably increased by checking fee compliance on week days.
- B. Reduced fees - Golden Age and Golden Access Passports entitle the carrier to a 50 percent reduction on use fees at Lake Winfield Scott. Concessionaires would be required to honor both passports. Less than 10 percent of campground use fees were collected from holders of the Passports. This is slightly lower than National Park Service estimates for campgrounds on the Blue Ridge Parkway. Lake Winfield Scott has been identified as being preferred by younger age groups because of access and the opportunities in the area.

2. Swimming Fees

For the 1984 season, swimming fees were \$1.00 per vehicle containing up to 4 people, \$2.00 per vehicle containing 5 to 9 people and a flat rate of \$.50 per person entering in a vehicle containing more than 9 people.

Actual Collections

\$484 was collected during June, July and August. Cool weather and cold water make this an incidental use of the Recreation Area. Better enforcement of fee compliance may result in a slight increase in collections.

C. Additional Revenue Which Would Be Available to A Concession Operator

The following sources of additional revenue have been approved for concession operation at Lake Winfield Scott (and only these).

1. Firewood Sales - Providing firewood to campers is a service recognized by some Forest Service Recreation managers as beneficial to the experience of visitors.² Operators could expect to generate some revenue from providing this service.
2. Shuttle Operation - Hikers often park their vehicles at Lake Winfield Scott and walk to designated points on the Appalachian Trail or Duncan Ridge Trail. A shuttle service to provide return transportation for hikers would provide additional revenue and should be easy to schedule around other activities in the campground.
3. Reservations - Reservations may be taken for campsites, the group area and picnic facilities. The permittee would be allowed to charge a fee separate of other fees for this service.
4. Rental - Two furnished cabins and a campsite with full hook-ups are available for rent. Request from the public

for cabins during the summer months has increased in the last few years.

D. Income Estimates

Use fees are the primary source of revenue at Lake Winfield Scott. For the use season of 1984 ending in September, \$10,152 was collected for camping fees and \$484 for swimming use.

Potential of additional revenues are as follows:

Sale of Firewood - \$3.00 per bundle is charged at private campgrounds in the area. 20 to 30 bundles a week @ \$3.00 would bring in \$60 - \$90 per week.

Shuttle Service - Campground hosts estimate an average of 6 to 8 requests a week for shuttle by hikers. Depending on the distance of the transport, a fee of \$5 to \$10 would be charged. 6 to 8 trips @ \$5 to \$10 would gross \$40 to \$60 per week.

Reservations - A fee of \$25 for the large picnic shelter and \$10 for the small shelter is in line with similar charges in the area. Reserving campsites should generate about \$2 per site. A group camping area could also be reserved for a \$5 fee. Weekly revenues from reservations could bring in \$60 to \$70.

Rental - Cabins and the developed site would probably be used an average of three nights a week at \$27 per night for each cabin and \$9 for the campsite. Potential income increase for this use - \$189 per week.

SUMMARY OF ESTIMATED POTENTIAL
REVENUE PER OPERATIONAL YEAR

\$10,152	Camping Fees
484	Swimming Charges
2,340	Firewood Sales
1,300	Shuttle Service
1,560	Reservation Fee
<u>4,914</u>	Cabin fees and charges for hook-up
\$20,750	Revenue for the year
<u>1,600</u>	Loss due to non-compliance, recovered by full-time concessionaire operation
\$22,350	Potential Revenue

IV. Benefits and Problems in the Use of a Concessionaire at **Lake Winfield Scott**

A. Benefits

1. Savings in supplies, materials and maintenance would result from a concessionaire operation (See Appendix, Prospectus, p. 9 for 1984 cost breakdown). The Forest Service would not immediately realize a savings in salaries because employees would be shifted to other facilities. In time some positions might be phased out, increasing the savings to the Forest Service.
2. The availability of additional personnel at other sites would bring these sites up to a higher level of management.
3. A concession operation could provide services at Lake Winfield Scott Recreation Area which are not being currently offered by the Forest Service.

B. Problems

1. The goal of most concessionaires is to maximize profits.² Projections indicate that potential profits are minimal. If this proved to be true the concessionaire might not have the financial incentive to work up to Forest Service standards and expectations. Problems of this nature could run the gamut from relatively small problems demanding extra administrative time on behalf of the Forest Service to major problems such as allowing

hazardous conditions to exist. A performance bond would help alleviate this problem but would not solve it entirely.

2. It is Forest Service policy that a concessionaire must pay a fee based on a percentage of the fee intake. Determining an appropriate percentage which would allow the concession operator a reasonable opportunity to make a profit would be difficult.
3. The Brasstown Ranger District may not have the necessary background for administrating and dealing with a concession operation. A lack of uniformity of concessions administration policy exists in the Southern Region. Confusion and misunderstandings for the district and concessionaire could result as the Forest Service develops, implements and enforces concession policies.
4. Much of the public's image and support for the agency is the direct result of personal visitor contact and service. Current Forest Service operations at Lake Winfield Scott have provided us with good visitor feed back. Use of a concessionaire for operation would eliminate much of this direct visitor contact so beneficial to the Forest Service.
5. Often visitors willing to accept one level of campground improvement from the Government demand a higher level of improvement and/or additions of services in a privately operated recreation area. This would be

even more likely if fee costs are increased. Current Forest Service policy does not allow improvements other than those specified on page ____ of this document.

6. If a concessionaire is granted operation of Lake Winfield Scott Recreation Area and does take advantage of allowed additional sources of revenue, the visiting public will come to expect that these services will be available. In the event that the operator should prove unsuccessful and operation of the area should return to the Forest Service there is potential for serious public discontent over the discontinuation of such services. This could be a major problem on both the shuttle service and the cabin rental.
7. There are some problems due to the physical characteristics of the site. 1) Due to Lake Winfield Scott's isolated location within the community, local law enforcement officers seldom patrol the area and are slow to respond when requested. 2) The physical layout of the campground itself presents fee collection problems. (For Layout See Appendix, Prospectus, p. 15A). There is not an entrance gate to control day use traffic and collection of day use fees is complicated by a free use picnic area adjoining a fee swimming area.
8. Evidence shows that campgrounds with fewer than 50 sites were much less likely to be successful than larger campgrounds.^{7,10,11} Lake Winfield Scott has 32 sites.

9. If the concessionaire abandons the operation during the season, the Forest Service would be forced to close the area for the remainder of the season due to commitment of manpower to other Forest Service projects as well as legal considerations while involved in litigation against the defaulting operator.
10. The concessionaire would be required to provide access to fishermen and maintain sites for picnickers even though fees could not be collected for these areas. Operators could emphasize maintenance of areas with fee potential and neglect the picnic area and shoreline. User satisfaction and visitor days would likely decrease.

V. Conclusions

It was scheduled that a permittee would be selected during the week of April 22. The primary basis for selection of the best qualified permittee would have been the demonstrated ability to provide public recreation at reasonable rates. Each applicant was to be considered on the following:

1. Experience related to campground operation.
2. Ability to finance required services.
3. Fees returned to the U.S. Government.
4. User fees charged.
5. Ability to meet operation and maintenance standards.

Several potential operators were presented with copies of the prospectus yet no one made a proposal. Four of these operators were contacted and asked why they did not submit a proposal. They shared these concerns:

1. There would be limited revenue from the existing facilities. The small campground and few cabins would not provide enough income to support the free uses.
2. Limited opportunities exist which would provide additional revenue. Operators feel reservation fees, shuttle fees and firewood sales would only provide a small income. Boat rentals and food concessions may be necessary for the operation to be profitable.
3. Cool wet summer weather in the North Georgia mountains would discourage families from camping so frequently and shorten their stay. A wet season would also increase maintenance costs (restroom cleanup and grass mowing).

I. Recommendations for Concessionaire Operation at Lake Winfield Scott

Under the current guidelines the operation of Lake Winfield Scott by a concessionaire would have little potential for profit. Should future Forest Service policy allow for additional services and sales (boat rentals and food concessions in particular), shared maintenance (grass mowing and building repairs) and shared utility costs the operation would be more attractive to a concessionaire. This is not to imply that Forest Service policy change is recommended by this study.

If profitability were not the objective of the concessionaire, the operation may be successful under current policy. Non-profit

organizations may be interested in using the area to provide services to their members, offer training experiences and opportunities for youth activities in addition to operating the area according to Forest Service requirements.

BIBLIOGRAPHY

1. Bevins, Malcolm I., Wilbur F. LaPage, Daniel P. Wilcox 1979
The Campground Industry - Recent National Trends
Forest Service General Technical Report NE-53, Northeastern
Forest Experiment Station, Broomall, PA
2. Burger, Robert
Recreational Staff Officer, Region 8. Personal contact.
3. Forrester, William R. and G.R. Wells 1980
Economic Feasibility of Private Concessionaire Operations
of Campgrounds on the Blue Ridge Parkway
4. Miner, James and Ruth Ann 1981
Campsite Occupation Study of Lake Winfield Scott
5. Miner, James and Ruth Ann 1981
Camper Survey of Lake Winfield Scott
6. McLellan, Robert W. 1984
A Mid-term Evaluation of the Pilot Concessionaire
Management Program at Mt. Pisgah Campground on the
Blue Ridge Parkway
Research Report # RPTM 1983/83-1 Clemson University
7. National Parks Service 1982
Plan for Concessionaire Operation of Selected National
Park Service Campgrounds and Criteria for Selection of
Park Areas for a Pilot Program
8. U.S. Forest Service
Policy Letter to Regional Forester, R-8, from J.B. Hilmon,
Associate Deputy Chief
9. U.S. Forest Service 1984
Policy Letter to Regional Foresters and 2340 Interim
Directive, from F.M. Housley, Deputy Chief
10. U.S. Forest Service Manual 1984
Interim Directive 2340 - Policy and Direction for Issuing
Concession Permits
11. Wyatt, Richard G.
Concessions Specialist, National Park Service, Blue Ridge
Parkway, Asheville, N.C. Personal contact.

United States
Department of
Agriculture

Forest Service
Southern Region



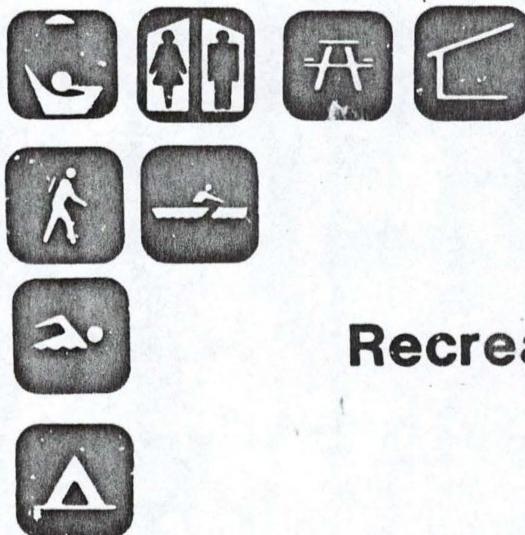
PROSPECTUS

Concessionaire Operation of:

Lake Winfield Scott

Recreation Area

Chattahoochee National Forest



Recreation Area

PROSPECTUS

SOUTHERN REGION

LAKE WINFIELD SCOTT RECREATION AREA

Guidelines For Concessionaire Operation
of National Forest Recreation Facilities

Brasstown Ranger District

Chattahoochee National Forest

Administered By

Chattahoochee - Oconee National Forest

508 Oak Street

Gainesville, Georgia 30501

CONTENTS

- I. Introduction
- II. Offering
- III. General Information
- IV. General Permit Information
- V. Operation
- VI. Operation and Maintenance Cost - 1984
- VII. Maintenance
- VIII. Application Evaluation Criteria
- IX. Minimum Fee
- X. Instruction on How to Submit Proposal
- XI. Income Estimates

APPENDIX

- 1. Minimum House Rules
- 2. Operation and Maintenance Outline
- 3. Summary of Maintenance Responsibilities
- 4. Copies of "Cleaning Recreation Sites" are available for inspection at the Forest Supervisor's Office, 508 Oak Street, Gainesville, Georgia, 30501 or District Ranger's Office, US 19/129 South, Blairsville, Georgia 30512.

I. Introduction

The Forest Service plans to offer Lake Winfield Scott Recreation Area to a private concessionaire for operation for the 1985 use season. The objective is to select a permittee that is best qualified to continue to offer the public a high quality, safe and enjoyable recreation experience at a dollar savings to the U.S. Government. The dates of operation will be May 1 to October 15. A special use permit will be issued to cover the operation. The permit is for 1 year with the possibility of two 1 year extensions. Both the Forest Service and permittee must agree to the extension which will be issued for only one year at a time. At the end of three years, the prospectus will be reissued and the permit rebid. All prospective applicants are advised to read this prospectus carefully. A "Show-me" trip of the Lake Winfield Scott Recreation Area will be conducted April 17, 1985.

Any questions relating to this prospectus should be directed to the U.S. Forest Service, 508 Oak Street, Gainesville, Georgia, 30501, 404-536-0541, Attention Cliff Wilson or Gil Massie.

II. Offering

A single Special Use Permit will be issued to the best qualified applicant to operate and maintain Lake Winfield Scott. The permit may not be transferred or reassigned. The selected permittee will be required to pay a fee for operation of Forest Service facilities located at Lake Winfield Scott campground along with providing most maintenance type work. The fee will be based on a percentage of the permittees gross sales. The gross sales will be determined as gross receipts received from the operation plus accounts receivable less returns and refunds. The percentage will be a bid item determined by the permittee in their proposal.

The minimum annual fee is established at \$500 which is not refundable.

A profitable operation to the successful permittee cannot be ensured by the Forest Service. Each applicant is encouraged to make an economic appraisal of the opportunity offered by this prospectus.

III. General Information

A. Location and Area Attractions

Lake Winfield Scott campground is located 3 miles north of Suches on Ga. 180 in Union County, Georgia. From Blairsville, go south on US 19/129 12 miles, turn west on Ga. 180 for 5 miles to the campground.

There are a variety of tourist attractions in the area around Lake Winfield Scott. Nearby Vogel State Park offers a swimming beach, snack bar, paddle boats for rent and a putt putt golf course. At Brasstown Bald Visitor Center, the Forest Service presents slide shows and exhibits and has an observation platform for viewing the surrounding mountains and valleys. In Dahlonega, the Dahlonega Gold Museum is an historic site operated by the Georgia State Parks system. From Winfield Scott hikers have easy access to the famous Appalachian Trail and to the Duncan Ridge National Recreation Trail. In the fall, local festivals offering entertainment to the visitors include Gold Rush Days, Dahlonega; Indian Summer Festival, Suches; and Sorghum Festival, Blairsville.

B. Basic Facilities

1. There are two loops in the campground with a total of 32 units. All of the entrance roads and all internal roads are paved except a short gravel spur which provides access to 6 sites in the North loop. Of the three restrooms in the camping loops, two have hot water showers.
2. A day use picnic area with two picnic shelters and 20 tables is located on the east side of the lake. There is a restroom and large bath house with toilets and showers.
3. Two cabins on the south side of the lake could house employees or provide additional revenue.
4. The beach area is located adjoining the day use picnic area.
5. There is an 18 acre lake with shoreline and two access points. The lake is stocked with trout.

C. Specific Facilities

1. Picnic Area

1 bulletin board
1 drinking water fountain
16 tables
4 grills
Small shelter with 4 tables and 4 grills
Large shelter with benches and fireplace
1 restroom - womens - 1 urinal, 1 toilet, 1 sink
1 restroom - mens - 1 urinal, 1 toilet, 1 sink

2. North Loop

17 camping sites with table, lantern post, grill and tent pad at each site
1 water fountain
Woman's side of restrooms - 2 sinks, 3 toilets
Men's side of restroom - 2 sinks, 3 toilets
4 trash bins

3. South Loop

1 gate
1 pay station bulletin board
14 camp sites with table, lantern post, grill and tent pad at each site
1 host campsite with table, electric, water and sewage hook-up
4 water faucets
Women's side of restroom/shower house - 2 toilets, 1 wash basin, 1 hot water shower
Men's side of restroom/shower house - 2 toilets, 1 wash basin, 1 hot water shower, 1 urinal
Women's side of restroom/shower - 2 toilets, 1 wash basin, 1 hot water shower
Men's side of restroom/shower - 2 toilets, 1 wash basin, 1 hot water shower

4. Group Area

4 tables
4 lantern post
4 grills
1 gate

5. Beach Area

250 feet of white sand shoreline
Woman's side of restroom/shower - 3 toilets, 2 cold water showers, 2 wash basins
Men's side of restroom/shower - 1 urinal, 2 toilets, 2 cold water showers, 2 wash basins
Stationary dock 16' X 20'
Fishing dock 6' X 16'

6. Cabins

2 cabins with furniture

D. Market Area

During the summer, families from nearby population centers camp at Lake Winfield Scott to escape the heat of middle and south Georgia. Most visitors to the campground are from Florida or from the Atlanta area. Typical campers are young families of three children or less camping in tents or pop up campers.

E. Recreation Activities

The most popular recreation activities have proven to be fishing, swimming, camping, picnicking and hiking. Two approach trails lead from Lake Winfield Scott campground to the Appalachian Trail. Campers generally arrive Friday evenings for a weekend outing and leave Sunday afternoon.

In the winter months the campground facilities are closed because the buildings are not insulated and access to the area may be difficult because of snow.

The fee collection officer and campground hosts at Lake Winfield Scott estimated 40 percent occupancy in the campground for the period May 1 through October 31, 1984. For 1984 income figures see Section XI, Income Estimates.

IV. General Permit Information

- A. As a minimum, the permittee will operate and maintain all aspects of the Lake Winfield Scott Recreation area including those facilities described in III B, III C and provide for conditions described in V and VII.

In addition, the permittee may provide a firewood vending service and hiker shuttle service for campground users, upon approval of a system for such services by the Forest Service. The hiker shuttle service would consist of transportation for campground users to trail access points and transportation from trail access points back to campground. The permittee may offer the two cabins for rent. Picnic shelters may be offered for group use.

A firewood and hiker shuttle service are recognized by the Forest Service as favorable public services for Lake Winfield Scott campground and will be looked upon as such in the applicant evaluation process. Any system for these services must be described in any proposal submitted. No additional vending services will be permitted that would change the recreation experience or general atmosphere of the campground area.

B. Permittee Improvements

Signs or placement of temporary structures must be approved in advance by the Forest Service. The basic design, construction material, color and location of the proposed improvement must be included in the proposal.

Temporary buildings, trailers or other structures may be used for living quarters, equipment storage and fee collection station subject to conditions stated above.

C. Performance Bond

A bond will be required in the amount of \$1,000.00 as a guarantee that the permittee complies with the terms and conditions of the Special Use Permit. This can be in the form of surety bond, cash or letter of credit.

D. Subleasing

No subleasing will be allowed. The overall operation and maintenance of the campground and picnic area and related facility must be the responsibility and obligation of the permittee.

V. Operation

A. General Safety

A hazard analysis will be made by the Forest Service in cooperation with the permittee prior to initiation of the permitted operation. The Forest Service will make the initial removal of trees, limbs and other hazards that are identified at that time.

At a minimum, weekly inspections for health, safety and permit compliance will be made by the Forest Service. Corrective actions identified in these inspections will be the responsibility of the permittee to complete in a time and manner specified by the Forest Service.

B. Insurance

The permittee shall have in force public liability insurance covering: (1) property damage in the amount of ten thousand dollars (\$10,000), and (2) damage to persons in the minimum amount of one hundred thousand dollars (\$100,000) in the event of death or injury to one individual and the minimum amount of five hundred thousand dollars (\$500,000) in the event of death or injury to more than one individual. The coverage shall extend to property damage, bodily injury, or death arising out of the permittee's activities under the permit including, but not limited to, the occupancy or use of the land and the construction, maintenance, and operation of the structures, facilities, or equipment authorized by this permit. Such insurance shall also name the United States as additional insured and provide for specific coverage of the permittee's contractually assumed obligation to indemnify the Untied States. The permittee shall require the insurance company to send an authenticated copy of its insurance policy to the Forest Service immediately upon issuance of the policy. The policy shall also contain a specific provision or rider to the effect that the policy will not be canceled or its provisions changed or deleted before thirty (30) days written notice to the Forest Supervisor, 508 Oak Street, Gainesville, Georgia 30501, by the insurance company.

The permittee shall have in force fire and other casualty insurance covering the Government owned improvements, the use of which is authorized by this permit. Such fire and other casualty insurance shall be in the amount of one hundred thousand dollars (\$100,000) and shall name the United States as beneficiary of proceeds payable as a result of claims for damage from fire or other casualty. The holder shall furnish the Forest Service an authenticated copy of the insurance policy. The policy shall also contain a specific provision or rider to the effect that the policy will not be cancelled or its provisions changed before 30 days written notice to the Forest Supervisor.

C. Law Enforcement

The permittee will be required to adopt reasonable "house rules" for the operation of the Lake Winfield Scott Recreation Area. To aid the permittee in developing these "house rules", a list of applicable rules and regulations ("house rules") is attached.

It should be clearly understood that control and supervision of use and enforcement of user behavior is the permittee's responsibility.

The objective of enforcement will be two fold (1) to seek compliance with rules by informing and educating the user and by making and taking a good host approach, and (2) as necessary to request assistance from the local Deputy Sheriff.

Experience has shown that rules are most needed for the following items: dogs not on leash, parking or camping in nondesignated sites, failure to pay fees, excessive noise, and disposal of waste and sewage.

For the most part, the operation of the Lake Winfield Scott Recreation Area is similar to the operation of a private business. Procedures similar to those used to enforce rules at resorts or private businesses will be followed. Prospective bidders should submit a proposal describing how law enforcement would be handled.

D. Permittee Presence

The permittee or his designated representative will be required as a minimum to be present on the site from 7 a.m. to 10 p.m. seven days a week during the mandatory operating season. It is recommended that someone be in the area at all times. Permittee presence times proposed outside the mandatory season will be approved by the Forest Service. When the permittee or designated representative is not present on the site, the permittee must maintain a system which enables the Forest Service to establish contact with the permittee or designated representative within 30 minutes. Any designated representative must have full authority to act for the permittee and shall be named to the District Ranger in writing. Permittees and employees must wear identifying clothing or name tags.

E. Forest Service Identity

The permittee will maintain bulletin boards or similar appropriate structures, provided by the Forest Service, for the purpose of displaying information to the public concerning regulations and Forest Service management activities. In this regard, the Forest Service will make available to the permittee, for his distribution,

those maps and other publications of local interest which are normally distributed free of charge by the Forest Service. An entry sign will be constructed that states the area is under special use permit from the Forest Service. A description of the Forest Service concessionaire permit relationship will be posted at any fee collection facility as well as bulletin boards within the campground. wording and design of signs/posters accomplishing this requirement will be approved by the Forest Service and provided and maintained by the permittee.

F. "Good Host" Concept

The permittee and his employees must receive "good host" training provided by the Forest Service and will be responsible for incorporating the principles of the host concept throughout the operation.

G. Reservation System

The permittee may initiate a reservation system with prior approval of Forest Service. A minimum of 6 units will be left open for use by drive-in transients. The Forest Service will review any charges to determine if these charges are reasonable, and require adjustment if determined necessary.

The reservation system, including charges, will be described in any proposal submitted by an applicant.

H. Discounted Fees

The permittee may propose discounted fees with any application submitted. Discounted fees must be described in the proposal. Any discounts submitted will be evaluated by the Forest Service in the evaluation process, and be used as part of the permittee selection process. The permittee will, however, be required to honor the Golden Age and Golden Access passports by allowing the holder a fifty percent reduction in camping fees and swimming fees.

I. Hours of Operation

Required operating hours during the mandatory operating season will be from 7 a.m. to 10 p.m. seven days a week unless otherwise approved.

J. Carrying Capacity (Lake Winfield Scott)

Lake Winfield Scott Campground is designed for camping use in designated camping units only. The permittee may allow camping in an established over flow area but not in areas outside of these units or at designated parking areas.

A single camping unit will not be occupied by over six (6) persons at one time, and a double unit will not be occupied by more than twelve (12) persons at one time.

K. User Fees

The permittee will be responsible for establishing any user fees for the use of facilities and services in the area under permit. Such fees shall be in line with what is considered normal and customary for similar services in the private sector. User fees will be reviewed by the Forest Service. Any fee charges will require Forest Service approval. Any user fee collected entitles the payee to the following services as a minimum: camping units, toilet facilities, drinking water, refuse disposal and reasonable visitor protection. There will be no fee charged for the picnicking in the Lake Winfield Scott Area.

A non-returnable fee may be collected for reservations.

Fees for the 1984 season were \$5.00 per campsite and \$1.00/vehicle up to 4 people, \$2.00/vehicle 5 - 9 people, \$.50/person over 9 people in vehicle for swimming.

The Forest Service operates two other fee campgrounds in the vicinity. Dockery Lake Campground, May - September, 11 campsites @ \$5.00 per day and Desoto Falls Campground, May - September, 32 campsites @ \$5.00 per day.

L. Utilities

All charges for electric service will be paid by the permittee. All telephone bills will be the responsibility of the permittee.

M. Opening and Closing the Area

The Forest Service will have responsibility for opening and closing the campground each season.

VI. Operation and Maintenance Cost - 1984

These figures are estimates of Forest Service costs based on the Operation and Maintenance Plan for 1984 and should not be considered firm or actual on-the-ground costs.

Salaries	11,800
Vehicle Use	2,320
Mowing Costs	900
Maintenance and Supplies	1,100
Signs	500
Utilities	2,030
	18,650

Agency estimates for administration, water sampling, operation of sewage lift station and travel for campground volunteers are not included in the above total.

Permittee costs could vary considerably depending on methods used and distribution of supervision and other overhead costs.

The following are key items which were included in the Districts operating expenses and should be included in estimating the operating costs.

Salaries

Supervision

Crew (maintenance and cleanup)

Fee Collection

Monitoring and enforcing rules and regulations

Supplies and Materials

Uniforms

Signs

Cleaning supplies

Toilet paper and plastic bags

Light bulbs

Hand tools

Lumber

Hardware

Services

Garbage removal

Interpretive programs

User information

Additional expense items which will be the permittee's responsibility and are not included in the Forest Service estimates include:

1. Insurance (Fire and Casualty)
2. Employee housing
3. Forest Service fee
4. Applicable taxes licenses, fees or charges
5. Bonding cost

VII. Maintenance

The permittee will be responsible for all maintenance in accordance with his/her operations of the campground, except that the Forest Service will repair underground damage to sewage, electric and water lines up to the building foundations and operate the sewage lift station.

A. Solid Waste

Solid waste disposal within the Lake Winfield Scott Recreation Area will be the responsibility of the permittee. Garbage bins will be emptied when plastic liner is half full. No garbage will be allowed to stand in garbage bins more than 4 days. The Forest Service will furnish more garbage bins if it is warranted by campground use. Disposal facilities shall be emptied and maintained so as to prevent health or nuisance problems (Appendix 4, Forest Service publication "Cleaning Recreation Sites").

B. Grounds Maintenance

Grounds maintenance will be the responsibility of the permittee. The pruning and/or removal of hazardous trees and other hazardous materials will be the responsibility of the permittee. The Forest Service will make the initial hazard tree removal prior to the opening in 1985. Thereafter it is the responsibility of the permittee.

C. Maintenance and Repair Responsibility

The permittee is responsible for all repairs of the permit area resulting from his/her negligence or operations not consistent with Forest Service instructions, or approved operations.

As noted before in this prospectus, the Forest Service will repair all underground damages to electrical and water systems up to the building foundations.

D. Buildings and Other Facilities

Facilities such as toilet buildings, the combination toilet and shower buildings, cabins, the maintenance building, etc., will be maintained by the permittee. Daily housekeeping maintenance for toilets, showers and urinals will be accomplished in accordance with Forest Service standards shown in Appendix 4, "Cleaning Recreation Sites".

A Forest Service representative and the permittee will jointly inventory the facilities condition to verify the maintenance levels and number of such items prior to the 1985 operating season. A photo log may be taken to document the facility condition.

E. Maintenance Supplies

The permittee will furnish all cleanup and routine maintenance supplies as well as supplies required for maintenance as specified in the Operations and Maintenance Plan.

F. Facility Repair/Replacement Due to Vandalism

The permittee shall repair or replace damage that occurs as a result of vandalism while the site is under permit and under control of the permittee, with materials which meet the same specifications as the materials vandalized.

G. Electrical Service

The permittee will be responsible for the existing above ground electrical system. Maintenance and/or additions to the system will be done with Forest Service approval by a licensed electrician. Any addition will meet State and National electrical codes.

H. Signs

Existing signs will be maintained to a standard which the Forest Service would normally require for signs included under its own operation. Repair and replacement of existing signs will be at the expense of the permittee in accordance with Forest Service standards and specifications. The Forest Service is willing to order standard signs through its existing contracts. Additional signs may be erected by the permittee either on the basis of individual approval by the Forest Service or on the basis of compliance with an overall sign plan previously approved by the Forest Service. The permittee is responsible for all costs of Forest Service supplied signs.

I. Roads, Walks and Trails

The permittee is responsible for maintaining vehicular and pedestrian access in a safe and passable condition. Roads, walkways and trails are all newly constructed and are in good condition. The permittee's responsibility will include, but is not limited to eliminating chuck holes (if they develop) in the road surfaces, keeping drainage channels free and working and repairing walkways if damaged.

VIII. Application Evaluation Criteria

The selection of the successful applicant will be based primarily on the following criteria: (randomly listed)

- A. Applicant's proposal to provide the services and facilities contained in this prospectus. (Particular attention will be given to the response to questions in part X D.)
- B. Applicant's financial ability to perform required services and operate the concession in the manner prescribed.
- C. Applicant's experience in recreation ventures dealing with the public or similar business.
- D. Fee structure proposed, including gratuities. This includes discounts to the handicapped, senior citizens' organization, groups, etc. The permittee must honor Golden Age and Golden Access passports.
- E. Financial returns and savings to the Government.
- F. Applicant's proposed law enforcement plan and his/her ability to provide for visitor and resource protection.

IX. Minimum Fee

The minimum annual fee is established at \$500 which is not refundable. Any submission received by the Forest Service for less than this amount will not be considered.

X. Instruction on How to Submit Proposal

Applicants shall submit the following:

- A. Applicable business experience. Include a detailed explanation of experience relating to operation of campgrounds and associated facilities. (Use enclosed Proposal Form 1)
 - 1. Private business.
 - 2. Other business.
 - 3. Dates, description, services provided, public served, location, number of employees supervised, volume of business for 1 and 2.

- B. Financial Statement. Liquid assets must be sufficient to cover estimated expenses for half of the season. (Use enclosed Proposal Form 2)
- C. Business References. Furnish three business references with names, addresses and phone numbers in support of those businesses listed in item A. (Use enclosed Proposal Form 3)
- D. Operating proposal. Describe in detail how you will operate and maintain the Lake Winfield Scott Recreation Area relative to the following items: (Use enclosed Proposal Form 4)
 - 1. Supervision and management proposed and location of people.
 - 2. Fee collection. How will this be handled? What controls will be provided to record payment for fee calculation?
 - 3. Law enforcement and security. How will this be accomplished and by whom?
 - 4. Cleaning and maintenance. Who will do the cleanup and maintenance and who will be contracted for such services?
 - 5. Storage and maintenance of material and equipment. (There is a maintenance building in the Lake Winfield Scott Recreation Complex which may be used.)
 - 6. Subcontracting (if applicable).
 - 7. Reservation system (if applicable, specify how it will be handled).
 - 8. Firewood vending (if applicable).
 - 9. Hiker shuttle service (if applicable).

E. User Fees

List fees to be charged the public for the following services.

- 1. Camping fees. Fee is to be stated on a per unit basis. List any differences in fees between week-end and week day use, charges for premium sites, surcharges for extra people and vehicles or other vacancies. Also list any discounted fees for senior citizens, disabled, etc. The permittee must honor Golden Age and Golden Access passports. (Use enclosed Proposal Form 6)
- 2. Fees for any overflow camping and reservations for group picnic activities.

F. Forest Service Fees

_____ percent of gross receipts (total revenue) to the U.S. Government. See item IX for minimum fee requirement.

- G. Specify safety considerations (such as daily security arrangements).
- H. Bid Deposit - A certified check for \$500 payable to: Forest Service, USDA
- I. It is suggested that mailed proposals be sent by certified mail or registered mail, return receipt requested.

The Forest Service reserves the right to extend the date for receiving proposals.

The Forest Service will not accept any form of proposal or offer except as certified in the format herein.

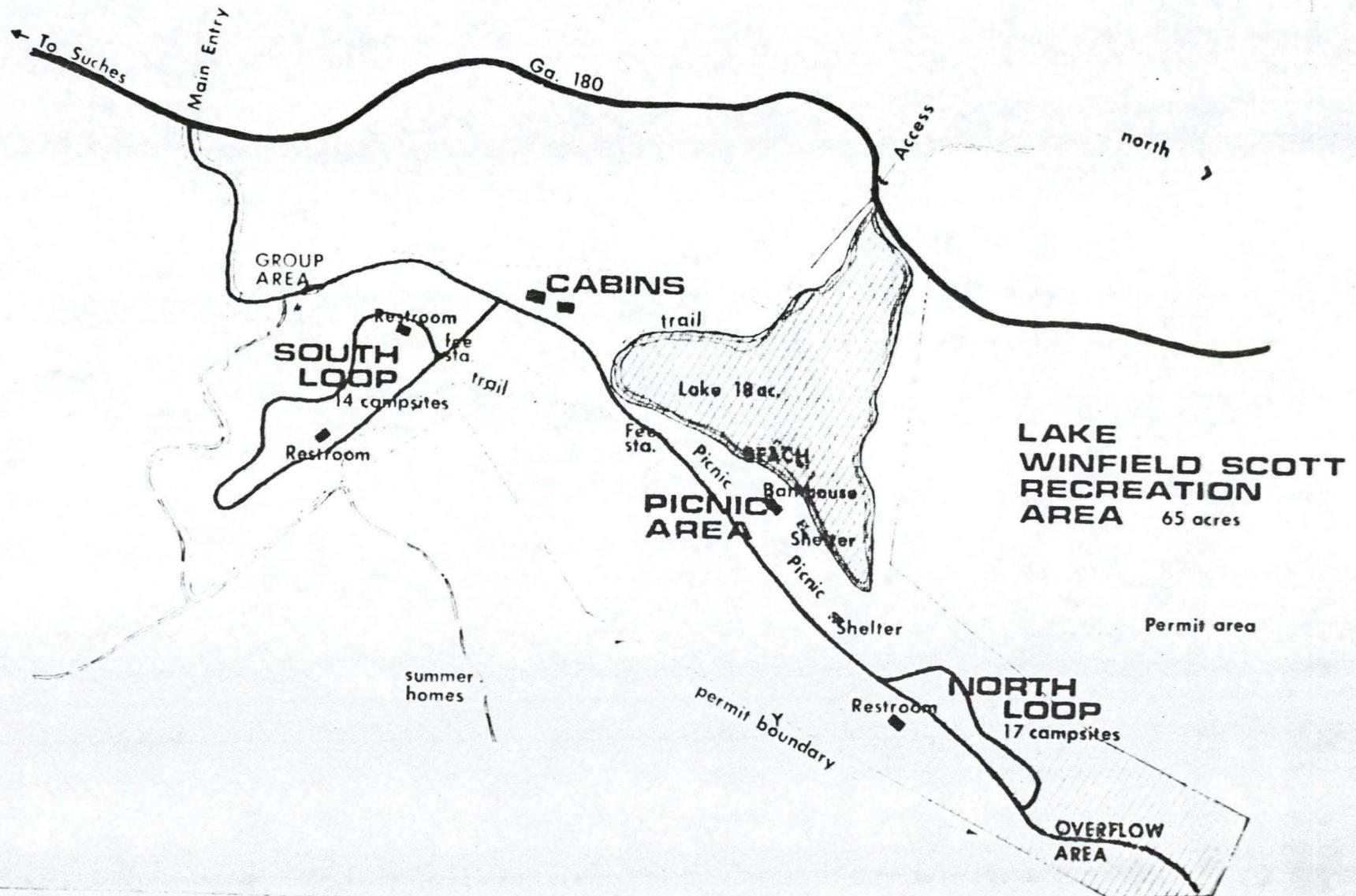
The successful applicant's deposit will be retained for payment of special use fees and credited against the total calculated annual fee. Unsuccessful applicants' deposits will be returned.

Material submitted with proposals will not be returned unless specifically requested.

Both the prospectus and the proposal submitted by the successful applicant will become a part of the special use permit.

The Forest Service reserves the right to reject any and all proposals and to waive any technical defects in the proposals and to clarify these defects.

The applicant warrants that no person or selling agency has been employed or retained to solicit or secure acceptance of his proposal under this invitation upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except a bona fide employee or bona fide established commercial or selling agency maintained by the applicant for the purpose of doing business. For breach of this warranty, the Government shall have the right to annul any award under the invitation without liability, or, at its option, to recover from the applicant the amount of such commission, percentage, brokerage, or contingent fee, in addition to the consideration herein set forth.



PROPOSAL FORMS

PROPOSAL FORM I

APPLICABLE BUSINESS EXPERIENCE

Include a detailed explanation of experience relating to operation of resort complexes or other recreation complexes.

Name of Business _____

Dates _____

Location _____

Description _____

Services Provided _____

Public Served _____

Number of Employees Supervised _____

Volume of Business _____

FINANCIAL STATEMENT

Financial Statement of _____
submitted in connection with an application for a Term Special Use Permit
to operate and maintain the Lake Winfield Scott Recreation Area on the
Chattahoochee National Forest.

1. Cash (Include savings)	\$ _____	1. Accounts Payable	\$ _____
2. Accounts Receivable	\$ _____	2. Notes Payable	\$ _____
3. Notes Receivable	\$ _____	3. Mortages	\$ _____
4. Equipment Owned:		4. Other:	\$ _____
Cars	\$ _____		\$ _____
Trucks	\$ _____		\$ _____
5. Real Property	\$ _____		\$ _____
6. Marketable Investments	\$ _____		
7. Other Major Assets:			
	\$ _____		
	\$ _____		
TOTAL ASSETS	\$ _____	TOTAL LIABILITIES	\$ _____
		NET WORTH	\$ _____

The applicant should have at least 35 percent of estimated total initial development costs in cash or negotiable securities secured by current assets (i.e., cash and equivalent negotiable securities, receivables, and other assets readily convertible to cash).

FINANCIAL STATEMENTS AND PLANS FOR FINANCING
ARE SECURED IN CONFIDENCE AND ARE NOT PUBLIC
INFORMATION.

PROPOSAL FORM 2
(Page 2 of 2 Pages)

FUNDING

1. Amount and source of loans contemplated:

2. Pledges for stock purchase; by whom; what amount:

3. Other plans or methods of funding:

BUSINESS REFERENCES

The following references can confirm the information provided on
Proposal Form 1:

1. Name _____

Address _____

Telephone _____

2. Name _____

Address _____

Telephone _____

3. Name _____

Address _____

Telephone _____

OPERATING PROPOSAL

Describe how Resort will be operated and how public services will be provided.

a. Who will actually operate the Resort? _____

b. Number of Employees, Duties, and Supervision: _____

c. Operating Schedule - Seasonal and Daily: _____

d. Safety and Security Measures: _____

e. Reservation System: _____

f. Cleaning and Maintenance: _____

g. Other: _____

ESTIMATED USERS, EXPECTED SALES •

<u>Estimated Users</u>	<u>Expected Sales</u>
------------------------	-----------------------

First Season Use

Second Season Use

CHARGES

State estimated charges for major services. Include individual, group, and any discount charges; charges for weekday and weekend use; charges for entrance and/or for specific services; i.e., lodging, camping, shuttle service, etc.; charges per day and multiple day use.

XI. Income Estimates

Use fees are the primary source of revenues at Lake Winfield Scott. For the use season of 1984 ending in September, \$10,152 was collected for camping fees (\$5 per site a night) and \$484 for swimming use (\$.50/person when entering by commercial vehicle, bicycle or on foot; \$1.00/vehicle up to 4 people; \$2.00/vehicle 5 - 9 people; \$.50/person over 9 people in vehicle).

An estimate of \$800 was loss to discounts (holders of Golden Age and Golden Access Passports) and \$1600 loss due to non-compliance of fees.

Potential of addition revenues:

Sale of Firewood - \$3/bundle is charged at private campgrounds in the area. 20 to 30 bundles a week @ \$3 = \$60 - \$90/week.

Shuttle Service - Campground hosts estimates an average of 6 - 8 requests a week for a shuttle by hikers. Depending on the distance of the transport a fee of \$5 - \$10 could be charged. \$40 - \$60/week.

Reservations - A fee of \$25 for the large picnic shelter and \$10 for the small shelter is reasonable. Reserving campsites would generate about \$2 per site. Weekly revenues from reservations \$50 - \$60.

Rental - Cabins and the developed site would probably be used three nights a week at \$27/night for each cabin and \$9 for the campsite. \$189.00

Total weekly revenues from additional services - \$339 - \$399.

Appendix 1
(Sample of Minimum House Rules)

These Forest Service regulations have two basic purposes, (1) to preserve and protect forest resources, both natural and man-made, and (2) to allow all forest visitors to have a safe and pleasant forest visit.

The following actions are prohibited:

SANITATION

- Failing to dispose of all garbage, including any paper, can, bottle, sewage, waste water or material, or rubbish either by removal from the site or area, or by depositing it into receptacles or at places provided for such purposes.
- Cleaning or washing any personal property, fish, animal, or food at a hydrant or at a water faucet not provided for that purpose.
- Placing in or near a stream, lake or other water, any substance which does or may pollute a stream, lake or other water.
- Depositing in any toilet, toilet vault, or plumbing fixture, any bottle, can, cloth, rag, metal, wood, stone, flammable liquid, or other substance which could damage or interfere with the operation or maintenance of the fixture.
- Depositing any body waste except into receptacles provided for that purpose.
- Dumping or leaving in a refuse container, dump, or similar facility, refuse, debris, or litter brought as such from private property or from land occupied under permit.
- Possessing or leaving refuse, debris, or litter in an exposed or unsanitary condition.

INTERFERING WITH FOREST OFFICER

- Threatening, resisting, intimidating, or interfering with any forest officer engaged in or on account of the performance of his official duties in the protection, improvement, or administration of the National Forest System.

OTHER PROHIBITED ACTS

- Constructing, placing, or maintaining any kind of road, trail, structure, fence, enclosure, communication equipment, or other improvement without a permit.

- Occupying any portion of the site for other than recreation purposes.
- Conducting, demonstrating, or participating in a public meeting, assembly, or special event, except as authorized by permit.

ABANDONED PERSONAL PROPERTY

- Abandoning a vehicle, animal or personal property.

PUBLIC BEHAVIOR

- Engaging in fighting, or in threatening or abusive behavior.
- Inciting or participating in a riot.
- Making unreasonable noise.

PETS AND ANIMALS

- Bringing in or possessing an animal, other than a seeing eye dog, unless it is crated, caged, or upon a leash not longer than six feet, or otherwise under physical restrictive control.
- Bringing in or possessing a saddle, pack, or draft animal, except as authorized by a sign.
- Bringing in or possessing an animal in the beach area.

BUSINESS ACTIVITIES

- Selling or offering for sale any merchandise, conducting any kind of business enterprise, or performing any kind of work unless authorized by Federal law, regulation, or permit.
- Distributing any handbill, circular, paper, or notice without a permit.
- Posting, placing, or erecting any paper, notice, advertising material, sign, or similar matter without a permit.

AUDIO DEVICES

- Operating or using in or near a campsite, developed recreation site, or over an adjacent body of water without a permit, any devise which produces noise, such as a radio, television, musical instrument, motor or engine in such a manner and at such a time so as to unreasonably distract any person.
- Operating or using a public address system, whether fixed, portable, or vehicle mounted, in or near a campsite, developed recreation site, or over an adjacent body of water without a permit.

FIREWORKS AND FIREARMS

- Discharging or igniting a firecracker, rocket or other firework, or explosive.
- Discharging a firearm or any other implement capable of taking human life, causing injury, or damaging property: (1) in or within 150 yards of a residence, building, campsite, developed recreation site or occupied area, or (2) across or on a Forest development road or a body of water adjacent thereto whereby any person or property is exposed to injury or damage as a result of such discharge.

OPERATION OF VEHICLES

- Operating or parking a motor vehicle or trailer except in places developed for this purpose.
- Operating a bicycle, motorbike, or motorcycle on a trail closed for this use.
- Operating a motorbike, motorcycle, or other motor vehicle for any purpose other than entering or leaving the site.
- Placing a vehicle or other object in such manner that it is an impediment or hazard to the safety or convenience of any person.
- Failing to stop a vehicle when directed to do so by a forest officer.
- Blocking, restricting, or otherwise interfering with the use of a road, trail, or gate.
- Operating a gasoline powered boat on Lake Winfield Scott.

BUILDING FIRES

- Building, attending, maintaining, or using a fire outside of a fire ring provided by the Forest Service for such purpose or outside of a stove, grill or fireplace.
- Leaving a fire without completely extinguishing it.

CAMPING

- Occupying between 10 p.m. and 6 a.m. a place designated for day use only.
- Failing to remove all camping equipment or personal property when vacating the area or site.
- Placing, maintaining, or using camping equipment except in a place specifically designated or provided for such equipment.

- Without permission, failing to have at least one person occupy a camping area during the first night after camping equipment has been set up.
- Leaving camping equipment unattended for more than 24 hours without permission.

DESTRUCTION OF PROPERTY

- Cutting, killing, destroying, girdling, chipping, chopping, boxing, injuring, or otherwise damaging or removing, any timber, tree or other forest product, except as authorized by permit, timber sale contract, Federal law or regulation.
- Mutilating, defacing, removing, disturbing, injuring or destroying any natural feature or any property of the United States.

Appendix 2
OPERATION AND MAINTENANCE OUTLINE

The intent of this outline is to provide a list of items that should be considered in your Operation and Maintenance Plan. Items on this list may be added to or deleted.

I. ADMINISTRATION

- A. Operations Personnel
 - 1. Name, responsibility and work schedule
 - 2. Presence, appearance
- B. General Operating Schedule
 - 1. Major use period
 - 2. Post season period
- C. Fee Schedule
 - 1. List by type of services by operations period
 - 2. Discounts for elderly citizens - Permittee must honor the Golden Age and Golden Access Passport.
- D. Fee Administration
 - 1. Collection system
 - 2. Accounting system
- E. Law Enforcement Plan
 - 1. House rules
 - 2. Enforcement Personnel and Authorities
 - 3. Back-up enforcement
- F. After Hours Operations
 - 1. Permittee or designated representative availability
 - 2. Gating policy (if any)
 - 3. Provision for emergency exit (if applicable)
- G. Area Control
 - 1. Gate and entrance station
 - 2. Permittee patrols
 - 3. Other control measures
- H. Health and Safety
 - 1. Inspections - type and frequency
 - 2. Lifeguard schedule
- I. Optional Services
 - 1. Firewood
 - 2. Reservations
 - 3. Shuttle Service

- J. Subleases
 - 1. Firewood, maintenance, garbage pick-up, etc.
- K. Permittee Payment Responsibility for Services
 - 1. Telephone
 - 2. Contracts
 - 3. Subleases
- L. Reports
 - 1. Accidents
 - 2. Damage to facilities
 - 3. Financial statements
- M. Pre and Post Season Responsibilities
 - 1. Start up
 - 2. Securing facility

II. MAINTENANCE

- A. Tools and Supplies
 - 1. Furnished by permittee
- B. Toilets
 - 1. Minor repairs
 - 2. Plumbing
 - 3. Painting
 - 4. Pumping
- C. Camp Units
 - 1. Tables
 - 2. Fireplaces
- D. Roads and Trails
 - 1. Filling chuckholes
 - 2. Culvert or other drainage
 - 3. Vegetation control
 - 4. Maintain gates
- E. Vegetative Maintenance
 - 1. Desired condition - grass mowed weekly
 - 2. Hazard trees
 - (a) Pruning limbs
 - (b) Tree removal
- F. Signs and Bulletin Boards
 - 1. General maintenance
 - 2. Replacement

- G. Landlord Maintenance Responsibilities
 - 1. Prepare List
- H. Utilities
 - 1. Electrical - The Forest Service will repair damage to underground
 - 2. Telephone electrical and water systems up to building foundations.
- I. Vandalism Repair
- J. Material Storage
 - 1. Location
 - 2. Type of facility
 - 3. Exclusions on storage of hazardous material, inflammable

III. CARE AND POLICING

- A. Garbage Collection and Disposal
 - 1. Containers, type and location
 - 2. Plastic liners
 - 3. Sanitizing containers
 - 4. Pick-up times and frequency
 - 5. Disposal location
 - 6. Sublease
- B. Litter Control
 - 1. Desired Condition
 - 2. Materials constituting litter
 - 3. Pick-up frequency
- C. Restrooms
 - 1. Desired condition
 - 2. Standards (Cleaning Recreation Sites Publication and
FSM 2331.31--1 10/83 DB Supp. 8)
 - 3. Frequency - At least twice a week
 - 4. Supplies furnished by permittee
- D. Camp Units
 - 1. Desired conditions
 - 2. Tables
 - (a) Cleaning
 - 3. Fireplaces
 - (a) Cleaning
- E. Pre and Post Season Responsibilities

Appendix 3
Definition Maintenance Responsibilities

In general, the permittee has the responsibility to repair or replace any facility damaged or destroyed by vandalism or casualty. Forest Service maintenance responsibility is limited to that resulting from tornado, flood, ice storm or hurricane. All damaged facilities, including acts of vandalism, will be repaired or replaced with similarly constructed materials by the permittee in a timely manner. All paints and colors must be approved by the District Ranger.

	<u>FOREST SERVICE</u>	<u>PERMITTEE</u>
1. Water System	Cover the cost to maintain the water and sewage system and repair water and sewage lines up to building foundations.	Furnish all materials and fixtures for maintenance and replacement of the water system above ground and inside buildings.
2. Buildings	None	Furnish all materials, supplies and fixtures and do all maintenance, repair and painting.
3. Roads, trails, parking areas, camp unit spurs	Grading of road, spurs and parking areas.	Furnish materials and labor to fill potholes, low areas and keeping drainage channels free.
4. Barriers, posts and other control devices	None	Furnish material and replace barriers: a) broken by traffic b) loose or removed from their site.
5. Swimming area	Replenish sand and repair retaining wall.	Repair or replace markers, floats and bouys. Maintain lifeguard chair and ring life preserver/stand.
6. Camp units & facilities	None	Furnish all materials, supplies and fixtures and do all maintenance and repair of facilities.

7. Solid Waste (garbage)

Furnish containers and replacements.

Maintain and repair all containers and pads. Maintenance includes cleaning and repainting containers as needed, at least 50% per year. Furnish garbage bags to be used in containers and dispose of solid waste in approved landfill.

8. Signs and Bulletin Boards

Furnish replacements for existing signs and material for bulletin boards.

Install replacement signs. Maintain and replace material on bulletin board. Repaint existing signs and mounts periodically, furnishing all paint and materials. Do not paint mounts or other facilities that are currently unpainted.

9. Plumbing

None

Furnish all materials for maintenance and replacement of plumbing system, including fixtures. Repair and replace above the ground plumbing as necessary.

Corporations will be required to execute the following:

CERTIFICATE OF SIGNING AUTHORITY

I, _____, certify that this _____
day of _____ 19_____, I am the _____
(Identity of Officer)
of _____; that _____ who
(Organization) _____ (Name)
signed this _____ on
behalf of _____ is _____
(Organization) (Identity of Officer)
that said _____ is duly signed for and in
behalf of _____ by authority of the
(Organization)
governing body.

_____ (Signature)

CONCESSIONAIRE OPERATION

Sealed bids will be received by the Forest Supervisor, U.S. Forest Service, 508 Oak street, Gainesville, Georgia 30501, until 2:00 p.m. on April 22, 1985 to operate the Lake Winfield Scott Recreation Area on the Brasstown Ranger District of the Chattahoochee National Forest for the 1985 use season. This will be a concessionaire type operation and fees will be collected from the public for the service. The bidder will show the percent of gross sales he offers the Forest Service. The applicant will be required to furnish a bid deposit in the amount of \$500.00 to be retained and credited to the 1985 fee, if awarded the permit. The minimum unsuccessful applicants' bid deposit will be returned. Before bids are submitted, full information concerning the service desired, sample permit, and submission of bids should be obtained from the Forest Supervisor, 508 Oak Street, NW, Gainesville, Georgia 30501, or District Ranger, U.S. Forest Service, Blairsville, Georgia 30512. Area will be shown April 17, 1985. Interested parties should assemble at the entrance to Lake Winfield Scott on Georgia Highway 180 at 10:00 a.m..

SPECIAL USE PERMIT

Act of June 4, 1897

This permit is revocable and nontransferable
(Ref. F.S.M. 2710)

a. Record no. (1-2)	b. Region (3-4)	c. Forest (5-6)
70 --	08	03
d. District (7-8)	e. User number (9-12)	f. Kind of use (13-15)
04 --	-----	141
g. State (16-17)	h. County (18-20)	k. Card no. (21)
13	291 --	1

Permission is hereby granted to _____

of _____, hereinafter called the permittee, to use subject to the conditions set out below, the following described lands or improvements:

Lake Winfield Scott Recreation Area as shown on maps and Schedule A attached hereto and made a part of this permit.

This permit covers _____ 65 acres and/or _____ miles and is issued for the purpose of:

Operating and maintaining a Forest Service developed recreation area for public use in accordance with the operation and maintenance schedule of Appendices 1, 2 and 3 of the prospectus attached hereto and made a part of this permit.

The entire prospectus is attached and is part of this Special Use Permit.

1. Construction or occupancy and use under this permit shall begin within _____ months, and construction, if any, shall be completed within _____ months, from the date of the permit. This use shall be actually exercised at least _____ days each year, unless otherwise authorized in writing.

2. In consideration for this use, the permittee shall pay to the Forest Service, U.S. Department of Agriculture, the sum of (See Clauses 17, 18, 19) Dollars (\$ _____) for the period from _____ 19_____, to _____, 19_____, and thereafter annually on _____ Dollars (\$ _____):

Provided, however, Charges for this use may be made or readjusted whenever necessary to place the charges on a basis commensurate with the value of use authorized by this permit.

3. This permit is accepted subject to the conditions set forth herein, and to conditions _____ 17 _____ to _____ 55 attached hereto and made a part of this permit.

PERMITTEE	NAME OF PERMITTEE	SIGNATURE OF AUTHORIZED OFFICER	DATE
		TITLE	
ISSUING OFFICER	NAME AND SIGNATURE	TITLE	DATE

4. Development plans; layout plans; construction, reconstruction, or alteration of improvements; or revision of layout or construction plans for this area must be approved in advance and in writing by the forest supervisor. Trees or shrubbery on the permitted area may be removed or destroyed only after the forest officer in charge has approved, and has marked or otherwise designated that which may be removed or destroyed. Timber cut or destroyed will be paid for by the permittee as follows: Merchantable timber at appraised value; young-growth timber below merchantable size at current damage appraisal value; provided that the Forest Service reserves the right to dispose of the merchantable timber to others than the permittee at no stumpage cost to the permittee. Trees, shrubs, and other plants may be planted in such manner and in such places about the premises as may be approved by the forest officer in charge.

5. The permittee shall maintain the improvements and premises to standards of repair, orderliness, neatness, sanitation, and safety acceptable to the forest officer in charge.

6. This permit is subject to all valid claims.

7. The permittee, in exercising the privileges granted by this permit, shall comply with the regulations of the Department of Agriculture and all Federal, State, county, and municipal laws, ordinances, or regulations which are applicable to the area or operations covered by this permit.

8. The permittee shall take all reasonable precautions to prevent and suppress forest fires. No material shall be disposed of by burning in open fires during the closed season established by law or regulation without a written permit from the forest officer in charge or his authorized agent.

9. The permittee shall exercise diligence in protecting from damage the land and property of the United States covered by and used in connection with this permit, and shall pay the United States for any damage resulting from negligence or from the violation of the terms of this permit or of any law or regulation applicable to the National Forests by the permittee, or by any agents or employees of the permittee acting within the scope of their agency or employment.

10. The permittee shall fully repair all damage, other than ordinary wear and tear, to national forest roads and trails caused by the permittee in the exercise of the privilege granted by this permit.

11. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit that may arise herefrom unless it is made with a corporation for its general benefit.

12. Upon abandonment, termination, revocation, or cancellation of this permit, the permittee shall remove within a reasonable time all structures and improvements except those owned by the United States, and shall restore the site, unless otherwise agreed upon in writing or in this permit. If the permittee fails to remove all such structures or improvements within a reasonable period, they shall become the property of the United States, but that will not relieve the permittee of liability for the cost of their removal and restoration of the site.

13. This permit is not transferable. If the permittee through voluntary sale or transfer, or through enforcement of contract, foreclosure, tax sale, or other valid legal proceeding shall cease to be the owner of the physical improvements other than those owned by the United States situated on the land described in this permit and is unable to furnish adequate proof of ability to redeem or otherwise reestablish title to said improvements, this permit shall be subject to cancellation. But if the person to whom title to said improvements shall have been transferred in either manner provided is qualified as a permittee and is willing that his future occupancy of the premises shall be subject to such new conditions and stipulations as existing or prospective circumstances may warrant, his continued occupancy of the premises may be authorized by permit to him if, in the opinion of the issuing officer or his successor, issuance of a permit is desirable and in the public interest.

14. In case of change of address, the permittee shall immediately notify the forest supervisor.

133 The express purpose of this section is to provide the subject with standard maximum obtainable by the express and package carrier with respect to removal of the furniture from his home by the express and shall be responsible for noncompliance with the conditions of this section by persons who shall furnish the subject

15. This permit may be terminated upon breach of any of the conditions herein or at the discretion of the regional forester or the Chief, Forest Service.

16. In the event of any conflict between any of the preceding printed clauses or any provisions thereof and any of the following clauses or any provisions thereof, the following clauses will control.

SCHEDULE A

List of Improvements

Camping Area

32 camping units
1 pay station
3 men's toilets
3 women's toilets
5 water faucets
1 gate
4 trash bins

Picnic Area

16 units
4 grills
1 men's toilet
1 women's toilet
1 bulletin board
1 drinking fountain
1 small shelter (4 tables - 4 grills)
1 large shelter w/benches and fireplace

Group Picnic Area

4 tables
4 grills
4 lantern posts
1 gate

Swimming Area

1 women's toilet
1 men's toilet
1 dock - stationary
1 fishing dock
250 ft. sand

17. In consideration for this use, the permittee shall pay to the Forest Service, U. S. Department of Agriculture, _____ (_____) _____ % (percentage in both written and decimal form) of gross sales and other income derived from operations authorized by this permit.

Annually, an advance payment of 50% of the estimated total seasonal fee will be paid 15 days prior to the start of operations. The remainder of the total seasonal fee will be due 60 days thereafter. A minimum annual fee of \$500.00, which is not refundable, will be required should _____ % of gross sales not produce fee of \$500.00

The permittee will report sales and calculate fees due 15 days after the end of each month. When the estimated total seasonal fee has been satisfied, the permittee will submit payment for any additional fees due thereafter with each monthly report.

The permittee will send to the Forest Supervisor on or before 30 days after the close of the operating season an operating statement reporting the results of operations including net sales and year-end adjustments. The correct fee will be determined at the end of the season's use and adjustment made as needed.

Within 15 days of receipt of a statement from the Forest Supervisor, the permittee must pay the additional fee. If any balance exists, it will be credited and applied against the next payment due or refunded to the permittee.

Reports and deposits required as outlined above shall be tendered and sent or delivered to the Collection Officer, Forest Service, USDA, at the address furnished by the Forest Supervisor. Checks or money orders will be payable to "Forest Service, U.S.D.A.".

18. Sales for the purpose of fee calculation include (1) revenue derived from all goods and services sold which are related to operations under this permit and (2) the value of gratuities not excluded by item g. Gratuities include such goods, services, or privileges as discounts, gifts, dividends, or benefits that are furnished to such individuals as stockholders, owners, creditors or other obligees, officers, employees or their families, at rates or under conditions not available to the general public. Such gratuities will be sales-priced by the permittee at the current price to the public.

The following items will be excluded from gross receipts or revenue to arrive at sales:

- a. Refunds from returned merchandise and receipts from sales of non-rental real and personal property used in the operation. However, sales of property such as rental equipment previously used for generating operating revenue, when sold on the premises, are to be included in gross receipts. Examples of this are rental items such as boats, motors, skis, boots, etc., which may be sold periodically and replaced. When subsequently sold on the premises, the revenue will be included in gross receipts. If such equipment is traded in or sold off-premises, the value or revenue will be excluded from sales.
- b. Amounts received for goods sold, services rendered, or privileges granted at a price lower than the permittee's current price to the public. (The full value is included as provided under item [2].)
- c. Sales taxes paid or payable to taxing authorities.
- d. Amounts paid or payable to a Government licensing authority or recreation administering agency from sales of hunting or fishing licenses and recreation fee tickets.
- e. Value of sales where the permittee is serving as a collection or sales agent for businesses not directly associated with the permitted operation. This includes such things as bus- or sight-seeing-ticket sales for trips not related to activities on the permitted area, telephone-toll charges, and accident-insurance sales.
- f. Items listed in a policy statement prepared by the permittee pertaining to gratuities previously approved in writing by the Forest Supervisor. The policy may provide for those furnished to persons present in the interest of public safety; those whose presence will significantly increase sales by publicity for the operation; competitors, judges, and other officials of organized competitive or exhibition events; officials responsible for inspection and administration of the permitted use; and other similar purposes. The policy statement will describe how gratuities are to be recorded. A record of all gratuities will be kept by the permittee as a part of the records under this permit.
- g. Commissions.

Commissions are payments received by the permittee for serving as an agent or providing services, such as those described in items d and e.

19. A late payment charge in addition to the regular fees shall be made for failure to meet the fee payment due date or any of the dates specified for submission of statements required for fee calculation. The late payment charge shall be \$20, or an amount calculated by applying the current rate prescribed by Treasury Fiscal Requirements Manual Bulletins to the overdue amount for each 30-day period or fraction thereof that the payment is overdue, whichever is greater. If the due date falls on a non-workday, the late payment charge will not apply until the end of the next workday. This permit may be terminated for non-payment of fees and/or assessed late payment charges. [A13]

20. For the purpose of administering this permit (including ascertaining that fees paid were correct and evaluating the propriety of the fee base), the holder agrees to make all of the accounting books and supporting records to the business activities, available for analysis by qualified representatives of the Forest Service activities. Review of accounting books and supporting records will be made at dates convenient to the permittee and reviewers. Financial information so obtained will be treated as confidential as provided in P.L. 89-487, 5 USC 1002, Sec. 3(e).

The permittee will retain the above records and keep them available for review for 3 years after the end of the year involved, unless disposition is otherwise authorized by the Forest Service in writing. [A14]

21. The permittee shall follow generally accepted accounting principles in recording his financial transactions and in reporting results to the Forest Service. When requested by the Forest Service, the permittee, at his own expense, will have his final annual accounting reports certified by a public accountant acceptable to the Forest Service. The minimum acceptable accounting system will include:

- a. Systematic internal controls and recording by kind of business, and the gross receipts derived from all sources of business conducted under this permit. Receipts should be recorded daily and, if possible, deposited into a bank account without reduction by disbursements. Receipt entries should be supported by such source documents as cash-register tapes, sale invoices, rental records, and cash accounts from other sources.
- b. A record of all disbursements, including capital items, and a permanent record of investments in facilities.
- c. Bank accounts will be maintained separately for the businesses conducted under this permit and not

commingled with those for other businesses of the permittee.

22. During the performance of this permit, the permittee agrees:

- a. In connection with the performance of work under this permit, including construction, maintenance, and operation of the facility, the permittee shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- b. The permittee and his employees shall not discriminate by segregation or otherwise against any person on the basis of race, color, religion, sex or national origin by curtailing or refusing to furnish accommodations, facilities, services, or use privileges offered to the public generally.
- c. The permittee shall include and require compliance with the above nondiscrimination provisions in any subcontract made with respect to the operations under this permit.
- d. Signs setting forth this policy of nondiscrimination to be furnished by the Forest Service will be conspicuously displayed at the public entrance to the premises, and at other exterior or interior locations as directed by the Forest Service. [B2]

23. The permittee shall indemnify the United States against any liability for damage to life or property arising from the occupancy or use of National Forest lands under this permit. [B8]

24. The permittee shall have in force public liability insurance covering: (1) property damage in the amount of ten thousand dollars (\$10,000), and (2) damage to persons in the minimum amount of one hundred thousand dollars (\$100,000) in the event of death or injury to one individual and the minimum amount of five hundred thousand dollars (\$500,000) in the event of death or injury to more than one individual. The coverage shall extend to property damage, bodily injury, or death arising out of the permittee's activities under the permit including, but not limited to, the occupancy or use of the land and the construction, maintenance, and operation of the structures, facilities, or equipment authorized by this permit. Such insurance shall also name the United States as additional insured and provide for specific coverage of the permittee's contractually assumed obligation to indemnify the United States.

The permittee shall require the insurance company to send an authenticated copy of its insurance policy upon issuance of the policy and/or a Certificate of Insurance in the format provided by the Forest Service to the Forest Service. The policy shall also contain a specific provision or rider to the effect that the policy will not be canceled or its provisions changed or deleted before thirty (30) days written notice to the Forest Supervisor, 508 Oak Street, SW, Gainesville, Georgia 30501, by the insurance company. [B10-R8].

25. As a further guarantee of the faithful performance of the provisions of Clauses 12 and 34 of this permit, the permittee agrees to deliver and maintain a surety bond in the amount of one thousand dollars (\$1,000.00). Prior to undertaking additional construction or alteration work not provided for in the above clauses or when the improvements are to be removed and the area restored, the permittee shall deliver and maintain a surety bond in an amount set by the Forest Service, which amount shall not be in excess of the estimated loss which the Government would suffer upon default in performance of this work. Should the sureties or the bonds delivered under this permit become unsatisfactory to the Forest Service, the permittee shall, within thirty (30) days of demand, furnish a new bond with surety, solvent and satisfactory to the Forest Service. In lieu of surety bond, the permittee may deposit into a Federal depository, as directed by the Forest Service, and maintain therein, cash in the amounts provided for above, or negotiable securities of the United States having a market value at time of deposit of not less than the dollar amounts provided above.

When performance herein guaranteed has been accomplished and claims incident thereto have been settled, deposits shall be returned or appropriated notice given to permittee. The permittee agrees that all moneys deposited under this permit may, upon failure on his part to fulfill all and singular the requirements herein set forth or made a part hereof, be retained by the United States to be applied as far as may be to the satisfaction of his obligations assumed hereunder, without prejudice whatever to any other rights and remedies of the United States. [C3-R8]

26. The operation and maintenance of all sanitation, food-service, and water-supply systems, and facilities shall comply with the standards of the local department of health and the United States Public Health Service.

The permittee shall dispose of all garbage and refuse in a place and manner specified by the Forest officer in charge. [B11]

27. The permittee shall keep the area free of health and safety hazards. A comprehensive safety plan shall be jointly prepared by the permittee and the Forest Officer in charge and the provisions thereof will be executed and enforced by the permittee. This plan shall be reviewed annually and revised as needed. It will include consideration of all hazards involved in the use and enjoyment of the permitted area and lake facilities. It will include provisions for adequate instructions, signs, warnings, signals, banners, buoys, and other safety precautions necessary to provide public safety regarding mechanical equipment and other sources of personal injury.

28. The permittee shall dispose of refuse resulting from this use, including waste materials, garbage, and rubbish of all kinds, in the following manner, and shall guard the purity of streams and living waters: at a designated refuse disposal site operated in compliance with State law. [B20]

29. Avalanches, rising waters, high winds, falling limbs or trees, and other hazards are natural phenomenons in the forest that present risks which the permittee assumes. The permittee has the responsibility of inspecting his site, lot, right-of-way, and immediate adjoining area for dangerous trees, hanging limbs, and other evidence of hazardous conditions, and after securing permission from the Forest Service, of removing such hazards. [B31]

30. No waste or by-products shall be discharged. Storage facilities for materials capable of causing water pollution, if accidentally discharged, shall be located so as to prevent any spillage into waters, or channels leading into water. [D2-R8]

31. The permittee shall protect the scenic esthetic values of the area under this permit, and the adjacent land, as far as possible with the authorized use, during construction, operation, and maintenance of the improvements. [D3]

32. The permittee shall take reasonable precautions to prevent pollution of or deterioration of lands or waters which may result from the exercise of the privileges extended by this permit. [D15]

33. The holder shall repair, replace, or restore any damage to or loss of the premises covered by this authorization caused by fire or other casualty, including fires or other casualties beyond the control of and without the fault of the holder, and shall have in force fire and other casualty insurance covering the government

owned improvements, the use of which is authorized by this permit.

Such fire and other casualty insurance shall be in the amount of one hundred thousand dollars (\$100,000.00) and shall name the United States as beneficiary of proceeds payable as a result of claims for damage from fire or other casualty. The holder shall furnish the Forest Service an authenticated copy of the insurance policy. The policy shall also contain a specific provision or rider to the effect that the policy will not be cancelled or its provisions changed before 30 days written notice to the Forest Supervisor. [ID36-W0]

34. The holder shall maintain the present improvements as well as any future improvements, appurtenances and furnishings in full conformance with the Operations and Maintenance Plan which is hereby made a part of this permit. [ID36-W0]

35. Pesticides may not be used to control undesirable woody and heraceous vegetation, aquatic plants, insects, rodents, trash fish, etc., without the prior written approval of the Forest Service. A request for approval of planned uses of pesticides will be submitted annually by the permittee on July 1. The report will cover a 12-month period of planned use beginning 3 months after the reporting date. Information essential for review will be provided in the form specified. Exceptions to this schedule may be allowed only when unexpected outbreaks of pests require control measures which were not anticipated at the time the annual report was submitted, at which time an emergency request and approval may be made.

Only materials registered by the U. S. Environmental Protection Agency for the specific purpose planned will be considered for use on National Forest System lands. Label instructions will be strictly followed in the application of pesticides and disposal of excess materials and containers. [D5-R8]

36. No fireworks shall be stored or used on the land covered by this permit, or in the structures thereon. [F25]

37. Nothing in this permit shall be construed to imply permission to build or maintain any structure not specifically named on the face of this permit, or approved by the Forest Service in the form of a new permit or permit amendment. Additional structures requiring specific approval shall include, but are not limited to: signs, fences, nameplates, mailboxes, and newspaper boxes. [X3]

38. No animals or fowl, other than household pets, shall be kept upon the premises. [X7]

39. The permittee shall do everything reasonably within its power and shall require its employees, contractors, and employees of contractors to do everything reasonably within their power, both independently and upon request of the Forest Service to prevent and suppress fires on or near the lands to be occupied under this permit. [F24]

40. The Forest Service shall have the authority to check and regulate the adequacy and type of services provided the public and to require that such services conform to satisfactory standards. The permittee may be required to furnish the Forest Service a schedule of prices for sales and services authorized by the permit. Such prices and services may be regulated by the Forest Service: Provided, that the permittee shall not be required to charge prices lower than those charged by comparable or competing enterprises. [X22]

41. Gambling or gambling machines or devices will not be permitted on National Forest lands regardless of whether or not they are lawful under State law or county ordinances. [X24]

42. The sale of liquors or other intoxicating beverages is expressly prohibited on the area covered by this permit. [X25]

43. The permittee shall restrict all parking to areas approved by the Forest Service. [X28]

44. No signs or advertising devices shall be erected on the area covered by this permit, or highways leading thereto, without prior approval by the Forest Service as to location, design, size, color, and message. Erected signs shall be maintained or renewed as necessary to neat and presentable standards. [X29]

45. The permittee, in his advertisements, signs, circulars, brochures, letterheads, and like materials, as well as orally, shall not misrepresent in any way, either the accommodations provided, the status of his permit, or the area covered by it or tributary thereto.

The fact that the permittee area is located on the Chattahoochee National Forest shall be made apparent in all of the permittee's brochures and advertising regarding use and management of the area and facilities under permit. [X30]

46. Disorderly or otherwise objectionable conduct by the permittee or those occupying the premises with his permission shall upon proof thereof, be cause for termination of this permit. [X40]

47. Rental equipment shall not be placed on National Forest land prior to actual use or be allowed to remain on National Forest land subsequent to actual use, but shall be stored at or removed to private land: Provided, that this will not preclude storage on National Forest land under permit for equipment storage. [X68]

48. The permittee or a designated representative shall be present on the premises at all times when the facilities are open to the public. The permittee will notify the District Ranger in writing who the representative will be. [X71]

49. The permittee agrees to permit the free and unrestricted access to and upon the premises at all times for all lawful and proper purposes not inconsistent with the intent of the permit or with the reasonable exercise and enjoyment by the permittee of the privileges thereof. [X19]

50. The permittee shall include sufficient information so that the authorized officer will know the true identity of the permittee. The permittee shall furnish what additional information is requested by the authorized officer, 36 CFR 251.54(e)(1)(iv).

(Name)

(Title)

is authorized to represent our corporation in its dealings with the Forest Service. [X18-R8]

51. This use shall in no way affect the management of the National Forest lands adjoining this use area.

52. The permittee shall maintain and operate the area under permit pursuant to the operation and maintenance schedule attached hereto and made a part of the permit marked Appendix C.

53. This permit shall expire and become void on December 31, 1985, but an extension to occupy and use the same National Forest land for the period from January 1, 1986 through December 31 1986, may be granted at the mutual option of the permittee and Forest Service.

54. If during the term of this permit, the Government-owned improvements are altered, reconstructed or modified in any way, the material, equipment, fixtures or other appurtenances which are affixed to or made a part of said improvements in connection with the alteration project shall become a part of the property. Ownership shall accrue to the Government, regardless of whether said work is performed by the holder or any other party.
[ID36-R8]

55. The permittee shall join the Forest Service in preparing a fire plan which shall set forth in detail the plan for prevention, control, and extinguishing of fires on the permitted areas and within his area of responsibility defined on an included map.